Rules of the Contest - In Brief

- Participants must develop their own video clips on electoral campaign ads, manifestos, or speeches. Clips may be based on – but are *not* limited to – any one of the following themes:
 - The Environment
 - Business
 - Education
 - Health
 - Women's Issues
 - Good Governance
- 2. The duration of the video must be at least 30-seconds long and a maximum of 2 minutes long.
- 3. Videos may be in English, Tamil, Kannada, or Malayalam (with English subtitles for vernacular entries).
- 4. Participants should use their creativity and technical skills to make the video appealing, educational and fun.
- 5. Videos may be entirely shot from a range of video devices including, but not limited to, mobile phone video, laptops, and/or video cameras.
- To enter the contest, go to the U.S. Consulate General, Chennai website at
 http://chennai.usconsulate.gov and click on the SUBMIT VIDEO button. Video name, along with your personal details (name & contact information), must be sent to
 usconsulatechennaivideocontest@gmail.com.
- 7. Entries must be submitted by 11:59 PM IST, October 15, 2012.
- 8. You must be 18 years or older to participate.
- 9. Contestants must be born in India and be an Indian citizen residing Tamil Nadu, Puducherry, Karnataka, Kerala, Lakshadweep or the Andaman & Nicobar Islands.
- 10. Videos submitted may be used by the U.S. Consulate General Chennai in marketing and media, as needed, without prior consent.
- 11. Winning videos do not necessarily represent the views and opinions of the U.S. Government, the U.S. Department of State, or the U.S. Consulate General in Chennai.
- 12. It is the sole responsibility of the participants to adhere to copyright regulations if using/reproducing articles and photos from media sources such as newspapers, magazines, websites, television, and other media resources.
- 13. Submitted videos can be a group effort of 4 people or less, but only the group leader will be the point of contact and winner.
- 14. The winners will be invited to Chennai to receive their prizes from the Consulate at a Public Affairs event on November 6, 2012. Details will be sent to each winner.
- 15. There is no fee to enter the contest.

Prizes (one prize per winning video)

1st Prize: Chroma Electronics Store gift certificate

2nd Prize: One iPod Shuffle

Rules of the Contest - Complete

Terms:

- 1. The term "Contest" refers to the video competition.
- 2. "Contest Sponsors" include the U.S. Consulate General in Chennai, under the aegis of the U.S. Department of State.
- 3. The "Contestant" is the qualified submitter of the video.

Eligibility:

- 1. Contestants must be at least 18 years on the date of commencement of the Contest. They must be Indian citizens and be a resident of Tamil Nadu, Puducherry, Karnataka, Kerala, Lakshadweep or the Andaman & Nicobar Islands, respectively.
- 2. The Contest commences Friday, August 15, 2012 at 12:01 a.m. IST and ends at 11:59 p.m. on Sunday, October 15, 2012.
- 3. The following individuals are **not** eligible to enter the Contest include: employees, directors and officers of the Contest Sponsors, the U.S. government, as well as contractors of the U.S. government; distribution, web design, advertising, fulfillment, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) and those living in the same households of each such individuals.
- 4. No entry fee is necessary to participate or win in the Contest. The Contest is void where prohibited by law, regulation, statute or other appropriate authority.

General Requirements:

1. Video Submissions must address the topic:

Electoral campaign ads, manifestos, or speeches may be based on – but are *not* limited to – any one of the following themes:

- The Environment
- Business
- Education
- Health
- Women's Issues
- Good Governance
- 2. Video Submissions may use any narrative or technical style, including documentary, fiction, live action or animation.
- 3. 6. To enter the contest, go to the U.S. Consulate General, Chennai website at http://chennai.usconsulate.gov and click on the SUBMIT VIDEO button. Video name, along with

- your personal details (name & contact information), must be sent to usconsulatechennaivideocontest@gmail.com.
- 4. Entries must be submitted by 11:59 PM IST, October 15, 2012.
- 5. Each Contestant may submit/enter only one video.
- 6. Any non-English word (i.e., lyrics, dialogue, and words in pictures) must be translated into English. Contestants may use an online translation tool such as translate.google.com to create the English text.
- 7. Once a video is submitted it is considered final and may not be modified or edited.

Content Requirements:

- 1. Video Submissions may contain content created by the Contestant and content in the public domain. Video Submissions must not contain any elements including music, audio, speech/voiceovers, stills, video, supers, or other audiovisual materials that is protected by someone else's copyright or trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, except as provided below.
 - 1. Contestants may include music and video in their Submissions only as follows:
 - 1. Contestants may include music or video that they have personally created. In such cases, Contestants must submit a written affirmation that they composed and performed such music to usconsulatechennaivideocontest@gmail.com. This email should contain your name, your video name (in English)
 - 2. Contestants may include music or videos they jointly composed and performed with relatives and close friends if the relevant parties give written permission to the Contestant to include the music in the Submission for use in the Contest. In such cases, Contestants must submit documentation to the U.S. Consulate, Chennai at usconsulatechennaivideocontest@gmail.com, stating in detail who composed and performed the music, and the circumstances in which permission was given for inclusion in the Video Submission and use in the Contest. This email should contain your name and video link URL. Decisions on the sufficiency of the documentation are within the sole and absolute discretion of the Contest Sponsors.
 - You will receive an email from the <u>usconsulatechennaivideocontest@gmail.com</u> confirming the Contest Sponsors' receipt of your documentation. Such email confirmation does not connote automatic eligibility of the video Submission. Contest Sponsors reserve the right to request further documentation, at their sole and absolute discretion, to verify eligibility and compliance with these Official Rules.
 - 2. By uploading a video Submission, the Contestant affirms that he or she has obtained the necessary rights, licenses, consents and permissions to use all material in the video, including but not limited to rights to use original content not produced by the Contestant alone and written consent from all individuals whose image or likeness appears in the video and that he or she is prepared to provide documentation to that effect upon request (or from parent/legal guardian if any such person(s) is considered a minor in their country of residence). Failure to obtain such rights and consents may result in the disqualification of the video Submission at the Contest Sponsors' sole and absolute discretion.
 - 3. Contest Sponsors recognize "fair use" of copyrighted material.

- 2. Video Submissions must not contain profanity, explicit sexual material, graphic violence, appeals to violence or commercial promotion. Video Submissions must adhere to the norms of civil discourse and should not contain material that might be considered abusive, inflammatory or disrespectful to other groups or individuals.
- 3. The objective of the contest is to promote democracy among youth, and not to provide a medium of personal expression or political lobbying. Submissions should **not** be in violation of locally prevailing media laws.
- 4. Video Submissions that do not comply with these Official Rules or that otherwise contain prohibited, inappropriate, or irrelevant content as determined by the Content Sponsors, in their sole and absolute discretion, will be disqualified, removed from the Contest site and not considered for a prize.

Registration:

- 1. The person named as the submitter associated with the Video Submission will be considered the Contestant and will be the only person eligible to compete for the grand prize. In order to be eligible to win the grand prize, you must provide accurate and complete information.
- 2. Contestants must identify their Residence when sending their Video Submissions. Contestants must be born in India and must be residents of Tamil Nadu, Puducherry, Karnataka, Kerala, Lakshadweep or the Andaman & Nicobar Islands. Once your video is ready, please send an email to <u>usconsulatechennaivideocontest@gmail.com</u> along with your name, the name of your video (in English), video URL, school and/or permanent address, and any supporting documentation as outlined in Section IV content requirements and Section VII.

Liabilities and Rights:

- 1. The Contest Sponsors do not endorse any video Submission or any opinion, recommendation, or advice expressed therein, and the Contest Sponsors expressly disclaim any and all liability in connection with video Submissions.
- 2. The Contest Sponsors do not permit copyright infringing activities or infringement of any other intellectual property rights and reserve the right to remove any Video Submission in violation of another party's copyright or other intellectual property rights.
- 3. The Contestant assumes sole responsibility for the material contained in the Video Submission and for the consequences of posting it on the Contest site.
- 4. Neither Contest Sponsors, nor any of the Contest Parties are liable for any disputes between collaborators related to a Video Submission.
- 5. Contestants retain ownership of their Video Submissions. However, by submitting a Video to the Contest, Contestants grant Contest Sponsors a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, and display the Video Submissions in any media formats and through any media channels in perpetuity in connection with the Contest and in connection with the activities and operations of the Contest Sponsors.
- 6. You agree to defend, indemnify and hold harmless Contest Sponsors their parent, subsidiary and other affiliated companies, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to Contest websites in connection with the Contest; (ii) your violation of these Official Rules; (iii) your violation of any third party right, including without limitation any copyright, trademark, intellectual property,

privacy, publicity or other proprietary right in connection with the Contest; or (iv) any claim that your Video Submissions caused damage to a third party. This defense and indemnification obligation will survive indefinitely beyond the conclusion of the Contest and your use of the Contest websites.

- 7. Neither Contest Sponsors, nor any of the Contest Parties are liable for any disputes between collaborators related to a Video Submission.
- 8. At their discretion Contest Sponsors may contact contestants to propose collaboration on additional video projects.

***** IF YOUR SUBMISSION CONTAINS MUSIC, VIDEO, or OTHER CONTENT NOT CREATED BY YOU, YOU MUST FOLLOW THE RULES IN CONTEST REQUIREMENTS, SECTION IV 1.a and SECTION V, including the necessary information about the source of your music and video.

Judging Criteria

All videos will be pre-screened by the Contest Sponsors to ensure compliance with these Official Rules before being posted for voting on our Facebook page. Subsequently, videos will be judged by our Facebook fans to determine the winners. The Contest Sponsors reserve the right to verify that a winning Video Submission is in full compliance with these Official Rules before the Contestant is recognized as a winner and before awarding any prize. The videos will be evaluated on the following criteria:

- 1. 40% Overall Impact (demonstrates the meaning and value of the theme:
- 2. 40% Creativity (contains original concepts, ideas and storytelling style)
- 3. 20% Production Values (image quality, layout, design, music, narrative)

Judging: Contest Sponsors will evaluate Video Submissions based upon the criteria given above. Comments and likes of Facebook fans will count toward determining the winner.

Prizes:

- Chroma Electronics gift certificate
- Apple iPod Shuffle

Timeline:

- October 15, 2012: Submissions due.
- October 15, 2012: Votes & comments tallied.
- November 6, 2012: Winners announced at awards ceremony on same date

Privacy:

Semifinalists, finalists and winners of the Contest may be publicly identified by name and location. Beyond the identification of semifinalists, finalists and winners, any personally identifiable information collected as part of the Contest will be used only to facilitate contact between the Contest Sponsors or their appointed delegates and the Contestant for reasons related to the Contest or to propose

collaboration on additional video projects, at a Contest Sponsor's sole discretion. No personally identifiable information will be sold or distributed by the Contest Sponsors to any third party for any other purpose.

General Terms and Conditions:

If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest Sponsors reserve the right, at their sole and absolute discretion to cancel, modify or terminate the Contest. Further, the Contest Sponsors reserve the right, at any time and in their sole and absolute discretion, to disqualify and/or deem ineligible any individual they suspect (a) to be tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest Sponsor; (b) to have failed to agree to the Official Rules or to be violating the Official Rules; or (c) to be acting in a bad faith, unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Contest Sponsors reserve the right, in their sole and absolute discretion, to disregard and/or deem VOID such individual's entry in this Contest.

LIMITATIONS OF LIABILITY AND RELEASE:

Contest Sponsors and Contest Parties assume no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. Contest Sponsors and Contest Parties assume no responsibility or liability for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Contest site in whole or in part for any reason; traffic congestion on the Internet or the Contest site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Contest Sponsors and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Contest site. Use of Contest site is at user's own risk. Contest Sponsors and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Contest site or the download of any information from the Contest site. By participating in the Contest, the Contestant releases the Contest Sponsors and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Contestant's participation in the Contest. Contest Sponsors and Contest Parties are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Contest Sponsors may, but are not obligated to, exercise reasonable efforts to air the winning videos and deliver all or part of the prize or make a reasonable substitution in their sole and absolute discretion.